



CLIENT SERVICE CONTRACT

KIDNEY DISEASE PROGRAM

DSHS Contract Number:
Resulting From Solicitation Number:

This Contract is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.

Program Contract Number:
Contractor Contract Number:

CONTRACTOR NAME		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS
DSHS ADMINISTRATION	DSHS DIVISION		DSHS CONTRACT CODE
DSHS CONTACT NAME AND TITLE		DSHS CONTACT ADDRESS	
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX		DSHS CONTACT E-MAIL ADDRESS
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?		CFDA NUMBER(S)	
CONTRACT START DATE	CONTRACT END DATE		CONTRACT MAXIMUM AMOUNT
EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference: <input type="checkbox"/> Exhibits (specify): <input checked="" type="checkbox"/> No Exhibits.			
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.			
CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE		DATE SIGNED
DSHS SIGNATURE	PRINTED NAME AND TITLE Medical Assistance Divisions Contracts Section Division of Legal Services		DATE SIGNED

DSHS General Terms and Conditions

Additional General Terms and Conditions – Client Service Contracts:

Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Contract Quarter" means one of the three-month periods of July through September, October through December, January through March, and April through June, of each calendar year or part thereof that occurs during the term of this Contract.
 - b. "Costs" means the maximum allowable fee published on the HRSA fee schedule maximum allowable at <http://fortress.wa.gov/dshs/maa/RBRVS/Index.html>, or the Contractor's usual and customary fee, whichever is less, for approved services provided to KDP clients, plus monies spent for approved transportation, and minus any monies received from other payors for those services.
 - c. "Dialysis services" means all things necessary for or incidental to the performance of hemodialysis and/or peritoneal dialysis:
 - (1) "Hemodialysis" means the process of removal of certain elements from the client's blood by virtue of the difference in the elements' rates of their diffusion through a semi-permeable membrane.
 - (2) "Peritoneal dialysis" means the process of removal of certain elements from the client through the peritoneum, the dialyzing solution being introduced into and removed from the client's peritoneal cavity as either a continuous or an intermittent procedure.
 - d. "End-Stage Renal Disease" or "ESRD" means the stage of renal impairment that is virtually irreversible and permanent requiring dialysis or kidney transplantation to ameliorate uremic symptoms and maintain life as defined in WAC 388-540-030.
 - e. "Form A19-1A" means the State of Washington invoice voucher on which the Contractor shall report their Contract Quarterly Costs. DSHS shall email this Form to the Contractor after execution of this Contract.
 - f. "Health and Recovery Services Administration" or "HRSA" means the administration of DSHS that includes Washington State's medical assistance programs (MAA), mental health services (MHD) and chemical dependency treatment operations (DASA), and its employees and authorized agents.
 - g. "Home dialysis" means dialysis services performed on a KDP client in his or her home.
 - h. "HRSA Medicaid Access Program" means the medically necessary non-emergent transportation and interpreter services program of DSHS HRSA that facilitates DSHS clients' access to medical services for those who have no other means of transportation and/or interpreter services.
 - i. "Kidney Center" means a facility as defined and certified by the federal government to:
 - (1) Provide ESRD services; and
 - (2) Promote and encourage home dialysis for a client when medically indicated.
 - j. "Kidney Disease Program" or "KDP" means the DSHS HRSA state-funded program that provides specific medical care to KDP clients through contracts with kidney centers.
 - k. "KDP Application for Eligibility" or "Application" means DSHS form 13-566, including revisions and instructions, used to verify KDP eligibility criteria as referred to in WAC 388-540-015.

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- l. "KDP client" means a person who meets the KDP Eligibility Requirements as listed under WAC 388-540-015, as determined by a contracted kidney center.
- m. "KDP Client Annual Deductible Amount" means the annual financial contribution that a KDP client is required to make toward his or her care before receiving KDP services.
- n. "KDP Eligibility Requirements" means the criteria identified in WAC 388-540-015 that must be met for a person to be eligible for benefits under the KDP.
- o. "KDP Manager" means the DSHS Contact or successor listed on page one of this Contract.
- p. "KDP Manual" means the guidebook produced and provided by DSHS, and any subsequent revisions incorporated into this Contract by reference. The KDP Manual provides instructions to the Contractor, describes approved services, and provides pertinent information regarding program policies, client eligibility, and reimbursement for services. The KDP Manual may be viewed or downloaded from the KDP web site found at the following link:
http://fortress.wa.gov/dshs/maa/ProRates/index_kidney_disease_program1.htm
- q. "LEP" means being limited in ability or unable to speak, read and/or write the English language well enough to understand and be understood without the aid of an interpreter. LEP also includes being deaf, deaf-blind, or hard-of-hearing.
- r. "Room and Board" means sleeping accommodations and meals.
- s. "Third-Party" means any entity that is or may be liable to pay all or part of the medical cost of care of medical program client. [WAC 388-500-0005]
- t. "Usual and Customary Fees" means the fees that may be billed to DSHS HRSA for certain services, supplies, or equipment. These Fees may not exceed:
 - (1) The Usual and Customary Fees bill to the general public for the same service, or
 - (2) If the general public is not served, the Fee normally billed to other contractors for the same service.

- 2. **Previous Client Service Contract Superseded.** In the event any previous Client Service Contract between the Contractor and HRSA for these services is in effect upon execution of this Client Service Contract, this Client Service Contract shall terminate and supersede that previous Contract.
- 3. **Purpose.** The purpose of this Contract is to assist persons who meet the KDP Eligibility Requirements to gain access to ESRD treatment services within the fiscal limits of each State fiscal year's KDP allocation.
- 4. **Contractor Qualifications.** During the term of this Contract, the Contractor shall meet the requirements of a KDP provider as stated under WAC 388-540-045.
- 5. **Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below. The Contractor shall:
 - a. Provide outreach educational assistance to persons with a diagnosis of ESRD as follows:
 - (1) Inform potentially qualifying ESRD patients of the KDP Eligibility Requirements;

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- (2) Educate KDP clients on when and why KDP funding applies, as well as, how the KDP is funded and administered;
- (3) Assist each potentially KDP eligible ESRD patient to complete an application.

NOTE: KDP Payments can not be used to offset costs incurred in providing goods and/or services to individuals who have not been determined eligible yet under the KDP prior to receipt of goods and/or services.

- b. Evaluate each completed application against the KDP Eligibility Requirements to determine whether each applicant meets the KDP Eligibility Requirements;
- c. Retain each original completed application for review by DSHS HRSA upon request;
- d. Provide, without necessity of prior DSHS HRSA approval, the following ESRD services as described in WAC 388-540-045 and WAC 388-540-055 to KDP clients, including:
 - (1) Mandatory services: the Contractor shall provide the mandatory services as described in WAC 388-540-055(1), including:
 - (a) Dialysis services; and
 - (b) Prescription and non-prescription medications (drugs) directly related to the KDP client's ESRD treatment. The Contractor shall:
 - i. Provide KDP clients with prescription medications listed as approved drugs in the KDP Manual;
 - ii. Use generic prescription and non-prescription drug products rather than brand name medications whenever possible; and
 - iii. Purchase prescription and non-prescription drugs at a discount via contracts.
 - (c) Third-Party payors:
 - i. Bill Third-Party payors, and
 - ii. Deduct Third-Party receivables from total Costs reported on prior Form A19-1As.
 - (2) Optional services: the Contractor may provide one or more of the optional services as described in WAC 388-540-055(2);
 - (3) Transportation assistance: The Contractor may refer KDP clients in need of non-emergent medically necessary transportation for kidney dialysis to the DSHS HRSA Medicaid Access Program contracted broker for the DSHS Region in which the KDP client resides or use other available transportation. Costs for transportation shall be paid by the Contractor directly to the provider of transportation.
- e. Obtain and maintain the Contractor's copy of the KDP Manual as defined by Subsection p. of Section 1, Definitions Specific to Special Terms, of this Contract and all subsequent updates. The

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KDP Manual and updates are posted on the HRSA KDP web site:

http://fortress.wa.gov/dshs/maa/ProRates/index_kidney_disease_program1.htm.

- f. Acknowledge, by signing this Contract, that the Contractor received a copy of the KDP Manual;
- g. Bill, collect, track and report Client Annual Deductible Amounts in accordance with the KDP Manual for clients required to pay them. The Contractor shall:
 - (1) Compute the KDP Client Annual Deductible Amount each year for each KDP client required to pay an annual deductible.
 - (2) Use the federal poverty level as published in the KDP Manual which is reprinted from the *Federal Register* when computing the Annual Deductible.
- h. Complete and submit quarterly Form A19-1A and documentation that explains and justifies the expenses being reported. The Contractor shall:
 - (1) Use the Form A19-1A provided by the KDP Manager, and example of which can be found in the KDP Manual, at the following link:
http://fortress.wa.gov/dshs/maa/ProRates/index_kidney_disease_program1.htm;
 - (2) Report actual Costs as defined by the KDP Manual;
 - (3) Submit quarterly Form A19-1A and documentation that explains and justifies the expenses being reported for that Contract Quarter. If applicable, the Contractor shall adjust amounts reported on previously submitted Form A19-1As by adjusting the previously reported Cost(s) by any payments received during the past Contract Quarters of the term of this Contract. For example, first quarter Form A19-1A will report first quarter costs, the second quarter Form A19-1A will report second quarter Costs and any second quarter adjustments to first quarter reported Costs, and so on;
 - (4) Mail each Form A19-1A to the KDP Manager so that it is **received by the last business day of the second month following the close of each Contract Quarter:**

KDP Form A19-1A for:	Must be received no later than the last business day of:
First Quarter	November
Second Quarter	February
Third Quarter	May
Fourth Quarter	August

6. Consideration.

- a. Maximum Contract Amount. Subject to the Consideration Adjustment Subsection below, total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of _____, including any and all expenses.

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- b. Source of Funds. The maximum amount payable under this Contract is allotted from General Funds-State (GF-S) funds.
- c. Consideration Adjustment.
 - (1) DSHS HRSA reserves the right to adjust via amendment the Contract Maximum Amount listed on page one (1) of this Contract in order to provide, within the limits of the state fiscal year budget allocation, an adjusted fourth Contractor Quarter payment to the Contractor when:
 - (a) The Contractor's first three Contract Quarters' reported Costs as defined by Section 1, Definitions Specific to Special Terms, Subsection b. have exceeded three-fourths of the Contract Maximum Amount; and
 - (b) The Contractor has submitted timely and accurate Form A19-1As for the first three Contract Quarters.
 - (2) DSHS HRSA's KDP Program Manager shall evaluate all received Form A19-1As to appropriately adjust the Contractor's Contract Maximum Amount following the receipt of all Form A19-1As for the third Contract Quarter.
 - (3) DSHS HRSA shall use this evaluation to determine if the Contract Maximum Amounts of the various KDP contractors need to be adjusted to ensure all appropriated KDP funds are effectively allocated among the KDP contracts.

7. Billing and Payment.

a. Billing Procedures

- (1) **Invoice System.** When claiming reimbursement for the Costs of providing goods and services provided to KDP clients under this Contract, the Contractor shall:
 - (a) Submit quarterly Form A19-1As listing actual costs incurred and documentation, such as copies of receipts, that:
 - i. Are completed to the satisfaction of the KDP Program Manager; and
 - ii. Are submitted to the KDP Program Manager so that each is received by the close of the last business day of the second month following the close of each Contract Quarter.
 - (b) Retain copies of all Form A19-1As submitted and supporting documentation for a term of six years after the expiration or termination of this Contract.

b. Payment. DSHS shall:

- (1) Pay the Contractor for Costs reported on each Form A19-1A, properly completed and submitted in accordance with the Schedule under Subsection 4, h, (4).
- (2) Shall adjust the Contractor's payments for the second, third and fourth Contract Quarters as more of the Contractor's first, second and third Contract Quarters' Costs are off-set by the Contractor's receipt of additional payments for KDP services previously provided. DSHS shall pay the Contractor the lesser of actual costs reported on Form A19-1As, or the Contract Maximum Amount.

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- (3) Send each payment to the address designated by the Contractor on page one (1) of this Contract, unless other arrangements have been made in writing; and
- (4) Consider payment timely if made by within thirty (30) days after timely receipt of, and acceptance by the KDP Program Manager of the each properly completed Form A19-1A.

DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term(s) or condition(s) of this Contract.

8. Background Checks.

This requirement applies to any employees, volunteers and subcontractors who may have unsupervised access to children or vulnerable adults served under this Contract.

The Contractor shall ensure a criminal history background check pursuant to RCW 43.43.832, 43.43.834, RCW 43.20A.710 and Chapter 388-06 WAC has been completed through DSHS for all current employees, volunteers, and subcontractors. Further, the Contractor shall initiate a criminal history background check for all prospective employees, volunteers and subcontractors who would have unsupervised access to children or vulnerable adults served under this Contract.

The Contractor shall assist in obtaining additional state or national criminal history and/or child abuse/neglect history, if requested by DSHS.

The Contractor shall ensure that no employee, volunteer or subcontractor, including those provisionally hired pursuant to RCW 43.43.832(7), has unsupervised access to children or vulnerable adults served under this Contract, until a full and satisfactory background check is completed and documentation, qualifying the individual for unsupervised access, is returned to the Contractor.

9. Disputes.

a. Requesting dispute resolution:

The request for contract dispute resolution by either party shall:

- (1) Be submitted to HRSA in writing and include the Contractor's name, address and the DSHS contract number;
- (2) Be sent by certified mail or other method providing a signed receipt to the sender to prove delivery to and receipt by HRSA, to the following address

Chief, Finance Office
Division of Rates and Finance
Health and Recovery Services Administration
PO Box 45500
Olympia, Washington 98504-5500

- (3) Be received by the Chief of the Finance Office no later than twenty-eight (28) calendar days after the contract expiration or termination.
- (4) Identify in writing the spokesperson for the Contractor, if other than the Contractor's signatory.

b. Content of the dispute request:

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The party requesting a dispute resolution shall submit a statement that:

- (1) Identifies the issue(s) in dispute
- (2) Identifies the relative positions of the parties
- (3) Requests resolution through the current HRSA process

c. Action on the request:

- (1) HRSA shall notify the non-requesting party that the request has been made, notify both parties of the dispute resolution process to be followed, and manage the process to its conclusion.
- (2) The Contractor shall provide pertinent information as requested by the person assigned to resolve the dispute.

d. Contractor and DSHS agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Agreement that are not affected by the dispute.

10. Insurance.

The Contractor shall at all times comply with the following insurance requirements.

a. General Liability Insurance

The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Department of Social & Health Services (DSHS), and elected and appointed officials, agents, and employees of the state, shall be named as additional insured's.

In lieu of general liability insurance mentioned above, if the contractor is a sole proprietor with less than three contracts, the contractor may choose one of the following three general liability policies but only if attached to a professional liability policy, and if selected the policy shall be maintained for the life of the contract:

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the contractor wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees shall be named as additional insured's.

or

Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), and elected and appointed officials, agents, and employees of the state, shall be named as additional insured's.

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or

Premises Liability Insurance and provide services only at their recognized place of business, including coverage for bodily injury, property damage with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), and elected and appointed officials, agents, and employees of the state, shall be named as Additional Insured.

b. Professional Liability Insurance (PL)

The Contractor shall maintain Professional Liability Insurance or Errors & Omissions insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$2,000,000.

c. Worker's Compensation

The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and DSHS shall not be held responsible for claims filed for Worker's Compensation under RCW 51 by the Contractor or its employees under such laws and regulations.

d. Employees and Volunteers

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

e. Subcontractors

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract.

f. Separation of Insured's

All insurance policies shall include coverage for cross liability and contain a "Separation of Insured's" provision.

g. Insurers

The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.

h. Evidence of Coverage

The Contractor shall submit Certificates of Insurance to the DSHS point of contact located on page one of the contract for each coverage required of the Contractor under the Contract. The Certificate shall identify the DSHS Office of Risk Management, PO Box 45882, Olympia, Washington 98504-5882 as Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance. The Contractor is not required to submit to DSHS copies of Certificates of Insurance for personal automobile insurance required of the Contractor's employees and volunteers under the

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contract

The Contractor shall maintain copies of Certificates of Insurance for each subcontractor as evidence that each subcontractor maintains insurance as required by the Contract.

i. **Material Changes**

The insurer shall give DSHS Central Contract Services; 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give DSHS 10 days advance written notice of cancellation.

j. **General**

By requiring insurance, the State of Washington and DSHS do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DSHS in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

11. **Notices.**

Whenever one party is required to give notice to the other party under this Contract, it shall be deemed given if mailed by United States Postal Service, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

- a. In the case of notice to the Contractor, notice shall be sent to the point of contact submitted to DSHS on the Contractor Intake Form;
- b. In the case of notice to DSHS, notice shall be sent to:

Professional Services and Supplies Rates Unit Manager
Division of Rates and Finance
Health and Recovery Services Administration
Department of Social and Health Services
P. O. Box 45510
Olympia, Washington 98504-5510

Said notice shall become effective on the date delivered as evidence by the return receipt or the date returned to sender for non-delivery other than for insufficient postage. Either party may at any time change its address for notification purposes by mailing a notice in accordance with this Section, stating the change and setting forth the new address, which shall be effective on the tenth (10th) day following the effective date of such notice unless a later day is specified in the notice.

12. **Professional Credentialing and Licensure.**

The Contractor shall ensure that all employees, and/or subcontractors required by law to be accredited, certified, licensed or registered do not have, and shall remain without restrictions or sanctions during the term of this Contract. This Contract term and condition shall apply to all Contractor employees, and/or subcontractors who shall be in contact with DSHS clients while performing work under this Contract.

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The Contractor shall notify the DSHS Contact listed on page one (1) of this Contract within three business days of receipt of information relating to disciplinary action against the accreditation, certification, license and/or registration of the Contractor, an employee, or subcontractor.